



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 29, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

18 SEPTEMBER 29, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

## AMENDMENTS TO AGREEMENTS FOR SPECIAL LEGAL SERVICES – OFFICE OF INDEPENDENT REVIEW (ALL DISTRICTS AFFECTED) (3 VOTES)

### SUBJECT

This letter recommends approval of an Amendment to the Agreement to extend the services of an additional attorney, Ms. Erica Broido, to share the assignments of a current Office of Independent Review (OIR) attorney, Ms. Julie M. Ruhlin, in providing legal services to OIR associated with the County of Los Angeles Sheriff's Department (LASD). On September 23, 2008, your Board approved the original Agreement in response to a request from Attorney Ruhlin to temporarily reduce her workload. This letter also recommends approval of an Amendment to the Agreement with Attorney Ruhlin to continue to reflect her temporarily reduced compensation as a result of her decreased workload. This letter also recommends delegating authority to the Chief Executive Officer (CEO) to amend Attorney Ruhlin's Agreement in the event she needs less time at this reduced workload schedule, in which case CEO may terminate Attorney Broido's Agreement.

### IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve and instruct the Chairman of the Board to sign the attached Amendment No. 2 to the Agreement for Special Legal Services - Office of Independent Review with Attorney Broido to continue to provide legal services to supplement an existing attorney position for OIR. The proposed Amendment No. 2 extends the term of the Agreement for a period of 12 months through September 30, 2010, with the base compensation amount not to exceed \$5,940 per month for all services performed, plus actual and necessary expenses. The proposed Amendment No. 2 also authorizes a cost of living increase in the base

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only**

compensation amount for any work performed in 2010, as is true with all the other OIR Agreements, provided however that the Board approves a general percentage salary adjustment for County employees.

- 2) Delegate authority to the CEO, or his designee, to terminate the Agreement for Special Legal Services - Office of Independent Review with Attorney Broido earlier for convenience.
- 3) Approve and instruct the Chairman of the Board to sign the attached Amendment No. 3 to the Agreement for Special Legal Services - Office of Independent Review No. 76353 with Attorney Ruhlin to continue to reflect the reduction in her hours and her compensation as an existing attorney position for OIR. The proposed Amendment No. 3 continues the reduction in hours and base compensation for an additional 12 months through September 30, 2010, with the base compensation amount not to exceed \$8,911 per month for all services performed, plus actual and necessary expenses incurred.
- 4) Delegate authority to the CEO, or his designee, to amend the Agreement for Special Legal Services - Office of Independent Review No. 76353 with Attorney Ruhlin in order to decrease the time period that she will be paid at the reduced base compensation rate.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

CEO is requesting authority to amend the Agreements with Attorneys Ruhlin and Broido within certain parameters. In the event that Attorney Ruhlin is ready to resume her full duties, the CEO is requesting authority to amend her Agreement in order to decrease the time period that she will be paid at the reduced base compensation rate. Further, CEO is requesting authority to terminate Attorney Broido's Agreement earlier for convenience.

The recommended actions are necessary to continue to reflect the reduction in Attorney Ruhlin's assignments due to her continued desire to scale back her workload to meet personal family responsibilities. It is anticipated that Attorney Ruhlin will continue to be responsible for approximately 60 percent of her current assignments and Attorney Broido will continue to assume the remaining 40 percent of Attorney Ruhlin's current assignments through September 30, 2010. The Chief Attorney at OIR will be responsible for ensuring that both attorneys are assigned workloads consistent with their compensation levels as set forth in the Agreement and Amendment respectively.

#### **Implementation of Strategic Plan Goals**

This action supports the County's Strategic Plan Goal of Organizational Effectiveness: Ensure that service delivery systems are efficient, effective, and goal-oriented.

### **FISCAL IMPACT/FINANCING**

The proposed Amendment No. 2 will provide that Attorney Broido will be paid a base amount of \$5,940 per month for all services performed, plus actual and necessary expenses incurred through September 30, 2010. Further, the Amendment authorizes a cost of living increase in her base compensation amount for any work performed in 2010, as is true with all the other OIR Agreements, provided however that the Board approves a general percentage salary adjustment for County employees.

The proposed Amendment No. 3 provides for Attorney Ruhlin to be paid a reduced base compensation amount of \$8,911 through September 30, 2010. It is anticipated that on October 1, 2010, Attorney Ruhlin will resume responsibility for her full complement of assignments, at which time the Agreement with Attorney Broido will be terminated and Attorney Ruhlin's compensation will be readjusted to reflect the compensation terms that was set forth in her original Agreement.

There is no added cost or expense as a result of the Amendments. Sufficient funding for the Agreements and the Amendments is included in LASD's budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The OIR is a civilian oversight group that was created in 2001. The mission of OIR is to monitor LASD and provide legal advice to ensure that allegations of officer misconduct involving LASD are investigated in a thorough, fair, and impartial manner. OIR attorneys work closely with LASD on a daily basis, but not for the department. The OIR also reviews departmental policies and practices and makes recommendations, where appropriate, to enhance both officer performance and the safeguarding of individual rights. In addition, the OIR provides independent counsel to the Board and the Sheriff concerning the department's internal investigations.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties.

County Counsel has approved the Amendments as to form.

The Honorable Board of Supervisors  
September 29, 2009  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

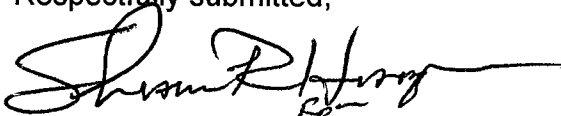
Approval of the proposed Amendments with the OIR attorneys will ensure uninterrupted provision of this critical function and service. At no time will the combination of Attorneys Ruhlin's and Broido's workloads and compensation exceed that of one full time OIR Attorney.

**CONCLUSION**

Upon approval by your Board, please return one (1) stamped adopted copy of the letter with a stamped adopted copy of the Agreement and the Amendment to:

1. Chief Executive Office  
Public Safety Cluster  
Attention: Brence Culp, Deputy Chief Executive Officer  
500 West Temple Street, Room 754  
Los Angeles, California 90012
2. Sheriff's Department  
Fiscal Services  
4700 Ramona Boulevard, 3<sup>rd</sup> Floor  
Monterey Park, California 91754
3. Office of the County Counsel  
Attention: Leela Kapur, Chief Deputy  
500 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:BKC  
DC:llm

Attachments

c: Sheriff  
Auditor-Controller  
County Counsel

**AGREEMENT FOR SPECIAL LEGAL SERVICES**

**OFFICE OF INDEPENDENT REVIEW**

**Agreement No. 76702**

**AMENDMENT NO. 2**

This Amendment No. 2 is made and entered into this 29th day of September, 2009,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

ERICA BROIDO  
(hereafter "OIR Attorney")

Business Address:  
Office of Independent Review  
4900 South Eastern Avenue, Suite 204  
Commerce, CA 90040

**WHEREAS**, reference is made to that certain document entitled "AGREEMENT FOR SPECIAL LEGAL SERVICES OFFICE OF INDEPENDENT REVIEW," dated September 23, 2008, and further identified as Agreement No. 76702, and any amendments thereto (all hereafter referred to as "Agreement" or "Contract"); and

**WHEREAS**, the Sheriff has requested the addition of resources for the Sheriff to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Sheriff, has the duty to investigate; and

**WHEREAS**, the Board of Supervisors has endorsed the concept of utilizing such resources to accommodate and to further these goals by creating the Office of Independent Review (OIR); and

**WHEREAS**, pursuant to California Government Code Section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties; and

**WHEREAS**, the OIR Attorney has been determined to be uniquely qualified to serve as such a resource; and

**WHEREAS**, on September 23, 2008, the County, under the authority of the Board of Supervisors, entered into an Agreement with the OIR Attorney to provide services to the County, specifically the Office of Independent Review; and

**WHEREAS**, on September 23, 2008, the Board of Supervisors, delegated authority to the Chief Executive Officer, or his designee, to amend Agreement for Special Legal Services Office of Independent Review, with the OIR Attorney to terminate the Agreement earlier for convenience or to increase the term of the Agreement for an additional six (6) additional months; and

76702  
SUPPLEMENT 1

**WHEREAS**, on March 20, 2009, the Chief Executive Officer, on behalf of the County, amended the Agreement (Amendment No. 1) with the OIR Attorney to extend the term of the Agreement for an additional six (6) months through September 30, 2009; and

**WHEREAS**, the County and OIR Attorney mutually agree that it is to both of their benefit to continue this Agreement for twelve (12) additional months through September 30, 2010.

**NOW, THEREFORE**, in consideration of the mutual benefits derived there from, it is agreed between the parties that Agreement No. 76702 shall be amended as follows:

1. This Amendment No. 2 shall commence on the date of execution.
2. Section 2, Term, shall be deleted in its entirety and replaced as follows:

Unless otherwise amended or terminated earlier as provided herein, the term of this Agreement shall be for the period commencing October 1, 2008 and extending to and including September 30, 2010.

Either party may, at its sole option and discretion, cancel or terminate this Agreement, for any or no reason, by giving the other party 10 days written notice of such termination. After receipt of such notice of termination, the OIR Attorney shall stop work under this Agreement on the date specified in such notice. The OIR Attorney shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the OIR Attorney after the expiration or termination of the Agreement. Should the OIR Attorney receive any such payment, the OIR Attorney shall notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the OIR Attorney. This provision shall survive the expiration or other termination of this Agreement.

3. Section 3, Compensation and Expenses, shall be deleted in its entirety and replaced as follows:

The OIR Attorney shall be paid a base rate of \$5,767 per month for all services performed pursuant to this Agreement. Effective January 1, 2009 the base rate will be increased by three percent (3%), resulting in a monthly compensation rate of \$5,940.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2010 during the term of this Agreement, such general percentage adjustment shall be applied to the monthly base rate payment during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees.

Payment of base rate shall be made in arrears, on a monthly basis, no later than the 10th day of the subsequent month during which the work was performed. In the event the OIR Attorney performs less than a full month of services pursuant to this Agreement,



the OIR Attorney shall be paid a pro rata share of her monthly base rate, based on the actual number of days worked.

The OIR Attorney shall be entitled to reimbursement of actual and necessary expenses pursuant to the performance under this Agreement. Reimbursement for necessary expenses shall be paid for such items, at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

Office of County Counsel  
County of Los Angeles  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

4. Except for the Changes set forth herein above, the Agreement shall not be changed in any respect by this Amendment No. 2.

IN WITNESS WHEREOF, the County and OIR Attorney have entered into this Amendment No. 2 as of the date first set forth above.

COUNTY OF LOS ANGELES

OIR ATTORNEY

By Don Knabe  
Don Knabe  
Chairman, Board of Supervisors

Erica Broido  
Erica Broido

ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL



By [Signature] Deputy

By Michele Jackson  
Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature] Deputy

#18

SEP 29 2009

Sachi A. Hamai

76702

SUPPLEMENT

**AGREEMENT FOR SPECIAL LEGAL SERVICES**

**OFFICE OF INDEPENDENT REVIEW**

**Agreement No. 76353**

**AMENDMENT NO. 3**

This Amendment No. 3 is made and entered into this 29th day of SEPTEMBER, 2009,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

JULIE M. RUHLIN  
(hereafter "OIR Attorney")

Business Address:  
Office of Independent Review  
4900 South Eastern Avenue, Suite 204  
Commerce, CA 90040

**WHEREAS**, reference is made to that certain document entitled "AGREEMENT FOR SPECIAL LEGAL SERVICES OFFICE OF INDEPENDENT REVIEW," dated September 18, 2007, and further identified as Agreement No. 76353, and any amendments thereto (all hereafter referred to as "Agreement" or "Contract"); and

**WHEREAS**, the Sheriff has requested the addition of resources for the Sheriff to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Sheriff, has the duty to investigate; and

**WHEREAS**, the Board of Supervisors has endorsed the concept of utilizing such resources to accommodate and to further these goals by creating the Office of Independent Review (OIR); and

**WHEREAS**, pursuant to California Government Code Section 31000 the Board of Supervisors has the authority to contract for specialized services to assist the Sheriff in the performance of his statutory duties; and

**WHEREAS**, the OIR Attorney has been determined to be uniquely qualified to serve as such a resource; and

**WHEREAS**, on September 18, 2007, the County, under the authority of the Board of Supervisors, entered into an Agreement with the OIR Attorney to provide services to the County, specifically the Office of Independent Review; and

**WHEREAS**, on September 23, 2008, the County, under the authority of the Board of Supervisors, amended the Agreement (Amendment No. 1) with the OIR Attorney to temporarily reduce OIR Attorney hours and compensation; and

76353  
SUPPLEMENT 2



**WHEREAS**, on September 23, 2008, the Board of Supervisors, delegated authority to the Chief Executive Officer, or his designee, to amend Agreement for Special Legal Services Office of Independent Review, with the OIR Attorney to continue the reduction in hours and compensation for an additional six (6) additional months; and

**WHEREAS**, on March 20, 2009, the Chief Executive Officer, on behalf of the County, amended the Agreement (Amendment No. 2) with the OIR Attorney to continue the reduction in hours and compensation for an additional six (6) months through September 30, 2009; and

**WHEREAS**, the County and OIR Attorney mutually agree that it is to both of their benefit to continue this reduction in hours and compensation for twelve (12) additional months through September 30, 2010.

**NOW, THEREFORE**, in consideration of the mutual benefits derived there from, it is agreed between the parties that Agreement No. 76353 shall be amended as follows:

1. This Amendment No. 3 shall commence on the date of execution.
2. Section 3, Compensation and Expenses, shall be deleted in its entirety and replaced as follows:

The OIR Attorney shall be paid a base amount for all services performed through out this Agreement. Payment of base rate shall be made in arrears, on a monthly basis, no later than the 10th day of the subsequent month during which work was performed.

- (a) The OIR Attorney shall be paid an annual base amount of \$168,000 from September 18, 2007 through December 31, 2007 for all services performed. Payment of this annual compensation amount by County to the OIR Attorney shall be made in twelve (12) equal monthly installments.
- (b) The OIR Attorney shall be paid on a monthly basis at a base rate of \$14,419 per month from January 1, 2008, through September 30, 2008 for all services performed.
- (c) The OIR Attorney shall be paid on a monthly basis at a base rate of \$8,651 per month from October 1, 2008 through December 31, 2008 for all services performed.
- (d) The OIR Attorney shall be paid on a monthly basis at a base rate of \$8,911 per month from January 1, 2009 through September 30, 2010 for all services performed.

In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after January 1, 2010 during the term of this Agreement, such general percentage adjustment shall be applied to

AGREEMENT FOR SPECIAL LEGAL SERVICES  
AGREEMENT NO. 76353, AMENDMENT NO. 3

the monthly base rate payment during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees.

The OIR Attorney shall be entitled reimbursement of actual and necessary expenses pursuant to her performance of this Agreement. Reimbursement for necessary expenses shall be paid for such items, at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

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County of Los Angeles  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

3. Except for the Changes set forth herein above, the Agreement shall not be changed in any respect by this Amendment No. 3.

IN WITNESS WHEREOF, the County and OIR Attorney have entered into this Amendment No. 3 as of the date first set forth above.

COUNTY OF LOS ANGELES

OIR ATTORNEY

By Don Knabe  
Don Knabe  
Chairman, Board of Supervisors

By Julie M. Ruhlin  
Julie M. Ruhlin

APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL

ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS  
By Don Knabe Deputy

By Michele Jackson  
Deputy County Counsel

**ADOPTED**  
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COUNTY OF LOS ANGELES

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SEP 29 2009

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